

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS
Cross Parking-Residential

WHEREAS, the undersigned are the Owners, respectively, of the following described parcels of real property, the Provider property as described in Exhibit A and the Receiver property as described in Exhibit B, both attached hereto.

WHEREAS, the Owners are familiar with Section 33-128(b) of the Code of Miami-Dade County, Florida, which provides:

"Off-street parking areas shall be located on the same lot, parcel or premises as the use to be served; provided, if the used to be served is an apartment building, the parking area there for may be located on a lot or parcel of land that is in the same apartment district which permits the use, or more liberal apartment or business district within three hundred feet (300') from the site of such apartment structure to be served, said distance to be measured by the normal and legal way a pedestrian would travel; provided such apartment use shall immediately terminate in the event such parking area there for is not available and all parties having any right, title or interest in and to such apartment shall execute and place on public records of this county a covenant approved by the director that such apartment use shall cease and terminate upon the elimination of such parking area, and that no apartment or other use shall be made of such property until the required area is available and provided."

AND WHEREAS, the Owner desires to comply with these provisions.

NOW THEREFORE, the undersigned Owner agrees to comply with the terms and provisions of said section of said Code and related sections of said Code and agree to do everything necessary in order to continue to so comply and to further evidence their intent to so comply, do hereby further covenant and agree that no apartment use shall be made or continued on the above described real property unless there is at all times within three hundred (300') feet of the site of said property sufficient off-street parking located in a same apartment district which permits the use, or more liberal apartment or business district and zoned district that complies with the requirements as provided in the Miami-Dade County zoning regulations, Code and ordinances; such off-street parking to serve and be for the use of the above-described property.

Nothing herein contained shall in any way vary the undersigned's agreement to comply with the provisions of Section 33-128 of said Code or any other sections or provisions to which it relates by implication or otherwise directly or indirectly and that this instrument shall be deemed a covenant running with the land aforescribed and is considered as conditions and limitations and restrictions on the use of such land until released by the Director of the Department of Planning and Zoning of Miami-Dade County, Florida, or his successor, or the first assistant in the absence of such director or successor.

The off-street parking to serve the Receiver property described in Exhibit B is located on the Provider property described in Exhibit A and is further identified as follows:

The off-street parking shall not be changed to another off-street parking site without the approval of the Director of the Miami-Dade County Department of Planning and Zoning, or his designee in order that it may be determined whether the new location complies with appropriate zoning requirements and regulations.

The recordation of this covenant does not in any way create a lien, claim or encumbrance, or impose any obligations on, the offstreet parking property.

No modification shall be made without the written consent of the Director of the Miami-Dade County Department of Planning and Zoning or his designee.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County or its agents, duly authorized, may have the privilege, at any time during normal working hours, of entering and investigating the use of the premises to determine whether or not the requirements of the building and zoning regulations, and the conditions herein agreed to, are being complied with.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event payments or improvements are not made in accordance with the terms of this Declaration, in addition to any other remedies available, Miami-Dade County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Covenant Running with the Land. This Declaration, for its duration, shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare. This Declaration, on the part of the Owner, shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned, and their heirs, successors and assigns.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit, pertaining to or arising out of this declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

[Execution Pages Follow]